

1 PHILLIP A. TALBERT
United States Attorney
2 KEVIN C. KHASIGIAN
Assistant U.S. Attorney
3 501 I Street, Suite 10-100
Sacramento, CA 95814
4 Telephone: (916) 554-2700

5 Attorneys for the United States
6
7

8 IN THE UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA
10

11 UNITED STATES OF AMERICA,

12 Plaintiff,

13 v.

14 APPROXIMATELY \$16,550.00 IN
U.S. CURRENCY, AND

15 APPROXIMATELY \$7,000.00 IN
16 U.S. CURRENCY,

17 Defendants.
18

CASE NO. 2:23-MC-00036-MCE-CKD

CONSENT JUDGMENT OF FORFEITURE

19 Pursuant to the Stipulation for Consent Judgment of Forfeiture, the Court finds:

20 1. On August 5, 2022, the United States Postal Inspection Service (“USPIS”) seized
21 Approximately \$16,550.00 in U.S. Currency and Approximately \$7,000.00 in U.S. Currency (“defendant
22 currency”) during parcel interdictions at a U.S. Post Office in Sacramento, California.

23 2. USPIS commenced administrative forfeiture proceedings, sending direct written notice to
24 all known potential claimants and publishing notice to all others. On October 25, 2022, USPIS received
25 a claim from Joshua William Redford (“Redford” or “claimant”) asserting an ownership in the defendant
26 currency.

27 3. The United States represents that it could show at a forfeiture trial that on August 2, 2022,
28 USPIS conducted a parcel interdiction at the U.S. Post Office located at 2000 Royal Oaks Drive,

1 Sacramento, California. During the interdiction, law enforcement officials identified a parcel that bore
2 markers consistent with parcels used for shipping contraband, Priority Mail Express parcel
3 #EJ743706608US (Parcel # 1). The package was addressed to Joshua Redford, 4310 Whispering Oak
4 Circle, Granite Bay, CA 95746 with a return address of Sheryl Broussard, 7682 Acadian Lane, Lake
5 Charles, LA 70607.

6 4. The United States represents that it could show at a forfeiture trial that on August 4, 2022,
7 USPS conducted a parcel interdiction at a U.S. Post Office located at 2000 Royal Oaks Drive,
8 Sacramento, California. During the interdiction, law enforcement officials identified a parcel that bore
9 markers consistent with parcels used for shipping contraband, Priority Mail Express parcel
10 #EJ049009623US (Parcel # 2). The package was addressed to Joshua Redford, 4310 Whispering Oak
11 Circle, Granite Bay, CA 95746 with a return address of Sean Richards, 126 E Fortune St., Virdin, IL
12 62690.

13 5. The United States represents that it could further show at a forfeiture trial that both parcels
14 were presented to a drug detection dog, who positively alerted to the presence of the odor of narcotics.

15 6. The United States represents that it could further show at a forfeiture trial that on August
16 5, 2022, law enforcement obtained consent from Redford to open both parcels. Inside Parcel # 1 was a
17 magazine with a clear plastic heat-sealed bag taped to one page. The clear plastic heat-sealed bag
18 contained cash totaling \$7,000.00. Inside Parcel # 2 was a black heat-sealed plastic bag and two empty
19 sandwich boxes. Inside the black bag was a grey plastic bag that contained two clear heat-sealed bags
20 with cash totaling \$16,550.00. Neither of the parcels contained any notes, receipts, or instructions.

21 7. The United States represents that it could further show at a forfeiture trial that on August
22 5, 2022, law enforcement spoke to Redford, and he said he was expecting multiple packages with
23 baseball and Pokémon cards. After law enforcement told Redford the drug dog made a positive alert for
24 narcotics on both parcels, Redford then said the parcels contained money for collectibles. Mr. Redford
25 said he is in the “collectibles” business, but his business was not on the books yet and he doesn’t have a
26 website or any way of showing it.

27 8. The United States could further show at a forfeiture trial that the defendant currency is
28 forfeitable to the United States pursuant to 21 U.S.C § 881(a)(6).

1 9. Without admitting the truth of the factual assertions contained above, claimant specifically
2 denying the same, and for the purpose of reaching an amicable resolution and compromise of this matter,
3 claimant agrees that an adequate factual basis exists to support forfeiture of the defendant currency.
4 Redford acknowledged that he is the sole owner of the defendant currency, and that no other person or
5 entity has any legitimate claim of interest therein. Should any person or entity institute any kind of claim
6 or action against the government with regard to its forfeiture of the defendant currency, claimant shall
7 hold harmless and indemnify the United States, as set forth below.

8 10. This Court has jurisdiction in this matter pursuant to 28 U.S.C. §§ 1345 and 1355, as this
9 is the judicial district in which acts or omissions giving rise to the forfeiture occurred.

10 11. This Court has venue pursuant to 28 U.S.C. § 1395, as this is the judicial district in which
11 the defendant currency was seized.

12 12. The parties herein desire to settle this matter pursuant to the terms of a duly executed
13 Stipulation for Consent Judgment of Forfeiture.

14 Based upon the above findings, and the files and records of the Court, it is hereby ORDERED
15 AND ADJUDGED:

16 1. The Court adopts the Stipulation for Consent Judgment of Forfeiture entered into by and
17 between the parties.

18 2. Upon entry of this Consent Judgment of Forfeiture, \$6,550.00 of the Approximately
19 \$16,550.00 in U.S. Currency and Approximately \$7,000.00 in U.S. Currency, together with any interest
20 that may have accrued on the total amounts seized, shall be forfeited to the United States pursuant to 21
21 U.S.C § 881(a)(6), to be disposed of according to law.

22 3. Upon entry of this Consent Judgment of Forfeiture, but no later than 60 days thereafter,
23 \$10,000.00 of the Approximately \$16,550.00 in U.S. Currency shall be returned to claimant Joshua
24 William Redford through his attorney Daniel M. Smith.

25 4. The United States of America and its servants, agents, and employees and all other public
26 entities, their servants, agents, and employees, are released from any and all liability arising out of or in
27 any way connected with the seizure or forfeiture of the defendant currency. This is a full and final
28 release applying to all unknown and unanticipated injuries, and/or damages arising out of said seizure or

1 forfeiture, as well as to those now known or disclosed. Claimant waived the provisions of California
2 Civil Code § 1542.

3 5. No portion of the stipulated settlement, including statements or admissions made therein,
4 shall be admissible in any criminal action pursuant to Rules 408 and 410(a)(4) of the Federal Rules of
5 Evidence.

6 6. All parties will bear their own costs and attorney's fees.

7 7. Pursuant to the Stipulation for Consent Judgment of Forfeiture filed herein, the Court
8 enters a Certificate of Reasonable Cause pursuant to 28 U.S.C. § 2465, that there was reasonable cause
9 for the seizure of the above-described defendant currency.

10 8. The Clerk of Court is directed to close the case.

11 IT IS SO ORDERED.

12 Dated: March 8, 2023

13 
14 MORRISON C. ENGLAND, JR.
15 SENIOR UNITED STATES DISTRICT JUDGE
16
17
18
19
20
21
22
23
24
25
26
27
28